

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9th Floor
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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

DREDGER OPERATING ENGINEER

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN,
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO,
SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE,
TUOLUMNE, YOLO AND YUBA COUNTIES

RECEIVED
Department of Industrial Relations

AUG 03 2006

Div. of Labor Statistics & Research
Chief's Office

**MASTER DREDGING AGREEMENT
CLAMSHELL AND DIPPER DREDGE
AND
HYDRAULIC SUCTION DREDGE
AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of July, 2006, by and between DREDGING CONTRACTORS ASSOCIATION ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union").

01.00.00 GENERAL PROVISIONS

01.01.00 Definitions

01.01.01 The term "Employer" as used herein shall mean the Dredging Contractors Association.

01.01.02 The term "Individual Employer" in this Agreement shall mean only those persons or entities who have authorized the Dredging Contractors Association (Employer) to represent them with respect to collective bargaining with the Union. The Employer has provided the Union with a list of the Individual Employers at the commencement of negotiations, and the Employer shall furnish the Union with monthly reports of any additions or deletions to the list of Individual Employers it represents.

01.01.03 The term "Union" as used herein shall mean the Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO.

01.01.04 The term "Employee" as used herein shall mean any person, without regard to race, religion, color, handicap, age, sex, national origin, handicap or disability (as provided for in the Americans with Disabilities Act of 1990); and shall include those persons covered by the Vietnam Era Veterans Readjustment Assistance Act of 1972:

- (a) whose work for an Individual Employer in the area covered by this Agreement falls within the recognized jurisdiction of the Union, or
- (b) who operates, monitors and controls, maintains, repairs, assembles, erects, services each or all of them, power-operated equipment, including dredge tenders, of the type or kind of equipment used in the performance of work referred to in (a) above, regardless of whether such equipment is mechanically, electrically or electronically, hydraulically, automatically or remotely controlled, and
- (c) who assists or helps in the operation, maintenance, repairing or assembling, erecting or servicing of such power-operated equipment of the type or kind of equipment used in the performance of work referred to in (a) above and who qualifies to register in a Job Placement Center; provided that the foregoing shall exclude superintendents, assistant superintendents, general foremen, time-keepers, messenger persons, guards, confidential employees, office help and persons specifically excluded elsewhere in this Agreement. The excluded shall not perform any of the above work.

01.01.05 When any Individual Employer uses anyone other than a guard to perform guarding duties, it shall use an Employee covered by this Agreement. The guard's duties are limited to security. The Individual Employer retains the option whether to have the dredge guarded or to have a watchman on board.

01.02.00 Unit Work. This Agreement shall cover and apply to all the Individual Employer's on-site activities in the area covered by this Agreement falling in the Union's recognized jurisdiction as more particularly described in Section 01.02.01 and 01.02.02 below.

01.02.01 This Agreement shall cover all hydraulic and suction dredging work carried on by the Individual Employer within the Union's territorial jurisdiction. The term "hydraulic and suction dredging work" herein is understood to include the operation of hydraulic suction operations where regular hydraulic dredge equipment is used on shore, towing dredge to and from jobsite and the maintenance and repair on the jobsite and in the Individual Employer's yard and shop, including the operation of all power machine tools, of all the equipment the Employees

04.03.00 Travel time to and from the dredge shall be paid at the applicable wage rates, including fringe benefits, in fifteen (15) minute increments. This provision shall not be construed to mean that starting time and/or quitting time is at the dock, shore or pier. Travel time to and from the dredge may be determined at Pre Job Conference.

05.00.00 WAGES

05.01.00 Employees Covered. On all work covered by this Agreement, when performed, and in all instances in which equipment used in the performance of work covered by this Agreement is operated, regardless of when the work was bid or let, such work shall be performed and such equipment shall be operated by Employees obtained in accordance with Section 03.00.00 and the Job Placement Regulations of the Master Agreement with the Associated General Contractors of California, Inc., and they and each of them shall be employed in the classifications and at the wage scales as follows, including such additions as may be made in accordance with Section 20.00.00 of the Master Agreement for Northern California. The definitions of Area 1 and Area 2 are the same as those set forth in the Master Agreement.

05.02.00 When crew is boarded by the Individual Employer, a sum not to exceed ten dollars (\$10.00) per day shall be charged for board and lodging, except when notice of absence is given. No deduction of less than a day. There shall be no charge unless the cook is present.

05.02.01 Employees covered by this Agreement who work in classifications not listed above shall receive the wage rate for the appropriate classification in the current Master Construction Agreement, in Areas 1 and 2 as applicable, and the working conditions of this Agreement.